

Request for Proposals

Grant Management
Services

For

FY20 CDBG
GRANT
ADMINISTRATION

Town of Egremont

PUBLIC NOTICE

Town of Egremont

Request for Proposals – Grant Administration CDBG Program Grant

The Town of Egremont is requesting proposals for grant administration services for its CDBG FY20 CDBG Program that includes housing rehabilitation in the towns of Egremont, Great Barrington and Sandisfield. Copies of the detailed Request for Proposals may be obtained from the office of the Selectboard tegrement@egremont-ma.gov. Interested firms qualified in the field of grant administration shall submit proposals to the Selectboard at Egremont Town Hall, 171 Egremont Road, P.O. Box 368, Egremont, MA 01258 by February 16, 2021 at 2 pm.

Minimum qualifications are: five years of successful experience in grant administration, including projects of similar scale and scope; and evidence of suitable insurance coverage for such services. Selection criteria are included in the detailed Request for Proposals. Respondents must comply with all applicable civil rights and employment opportunity laws. The Town of Egremont reserves the right to reject any or all proposals, to waive any informalities in the proposals received, and to accept the proposal which best meets the criteria set by the Town.

Mary Brazie,
Chief Procurement Officer

Town of Egremont

Request for Proposals

Grant Administration Services

Table of Contents

Page

Part I	Overview and Description of Project.....	5
Part II	Instructions	6
Part III	Scope of Services	9
Part IV	Forms	10
Part V	Evaluation Criteria	13
Part VI	Format of Contract	17

Town of Egremont
Grant Management Services for
CDBG Grant

PART I

OVERVIEW and DESCRIPTION OF PROJECT

The Town of Egremont seeks Grant Administrative services for its FY20 regional CDBG grant. The Town intends to award a contract to cover services as necessary for the day-to day management of the grant under CDBG guidelines and all applicable state and federal statutes and regulations through close-out.

The Town has been awarded a CDBG grant for housing rehabilitation serving the towns of Egremont, Great Barrington and Sandisfield. Utilizing the services of Bailey Boyd Associates, Inc. the Town applied for a CDBG grant to rehabilitate sub-standard in the three towns in the town-wide target area. Twenty-nine units of housing will be rehabilitated. The grant administrator will be required to complete an RFP, currently in template form, advertise, and make recommendations to the Selectboard pertaining to the procurement of a qualified housing sub-grantee.

This will be a competitive and open bid process. The Grant Administrator will be responsible to train and monitor the sub-grantee, insuring that low/moderate income residents are served in a timely fashion with a program model that is defined in the grant application. The grant administrator will be responsible for the timely implementation of the entire grant, including all reporting, system implementation and monitoring. A grant in amount of \$1,300,000 was awarded. The Town does not have the capacity to administer the CDBG Grant and is therefore seeking administration services.

The successful respondent will work with and will receive the full support of the Town of Egremont through the Selectboard's office. Respondents are asked to present a scope of services that will lead to successful implementation of the CDBG Grant and will support the goals of the Town as outlined in Part III.

PART II

INSTRUCTIONS

This Request for Proposals (RFP) is issued by the Town of Egremont in compliance with requirements of MGL Ch. 30B, 24 CFR Part 85, and all Massachusetts Community Development Block Grant policies. Any conflict or inconsistency between the requirements of the Statute and this RFP shall be determined by the Statute and related regulations.

RFP packages can be obtained through the Selectboard's office via email request tegrement@egremont-ma.gov. Respondents are welcome to view the CDBG grant application that is available online by contacting DHCD and securing access to the grant management system.

Questions may be addressed in writing to the Chief Procurement Officer, attn: Mary Brazie, tegrement@egremont-ma.gov.

If the RFP is changed as a result of questions or other reason, the Town will send appropriate notice of same, in addendum form, to all those who have requested an RFP package.

Proposal Submittals:

1. Responders shall develop a non-price or narrative proposal and a price proposal based upon the scope of services information (Part III), and the respondent's knowledge and experience in the administration of CDBG grants.

A cover sheet for the non-price narrative proposal has been provided in Part IV. The proposal should be prepared in a straightforward manner, concisely and economically, providing a complete description of the services to be provided. It should make clear that the minimum qualifications have been met and address the selection criteria found in Part V. Please submit three copies of the non-price or narrative proposal.

2. A list of not less than five relevant references must be included. There is no specific limit to the number of references given, as long as they are relevant.

3. In order to preclude conflict of interest that may arise from providing services to the Town of Egremont, the respondent, its sub consultants and subcontractors are required to submit an Affidavit of Non-Collusion. A blank affidavit of non-collusion is included in Part IV.

4. A Revenue Enforcement and Protection Statement must be submitted. A blank statement is included in Part IV.

5. The Town of Egremont is an equal opportunity employer. Further, it is the policy of the Town to ensure that minority and women business enterprises (W/MBE) have the maximum opportunity to participate in providing the services called for in this RFP, either as principal contractor or subcontractor. Further, the funding for these consultation services is provided by the US Department of Housing and Urban Development through a grant to the Town from the Massachusetts Community Development Block Grant program. Federal and Massachusetts regulations prohibit discrimination against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin, and in accepting federal and Massachusetts funding the Town must comply with all federal and Massachusetts equal opportunity laws. Therefore, the respondent must agree to take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, or national origin. The respondent shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. An equal opportunity assurance and statement form is included in Part IV.

6. Respondents are required to submit proof of insurance. Professional insurance (Liability or other appropriate product) is required from an insurer qualified to do business in Massachusetts. Respondents shall submit a certificate of insurance evidencing such coverage.

7. Acknowledgement of the addenda, if any were issued to change the original RFP as a result of questions or other reason, must be included.

8. Responders shall develop a price proposal. There is no specified format for the price proposal. The fee shall be negotiated but cannot exceed \$169,000.00 or administration (maximum administration allocation).

Required Submissions

Proposals must be received in the Selectboard's Office at Egremont Town Hall, 171 Egremont Road, P.O. Box 368, Egremont, MA 01258 by 2:00 PM February 12, 2021.

Proposals shall be submitted as follows:

A. A packet of choice (packet, box, envelope etc.) will contain :

- 1)** The non-price or narrative proposal (3 copies)
- 2)** Five relevant references
- 3)** The completed "Affidavit of Non-Collusion"
- 4)** The completed "Revenue Enforcement and Protection Statement"
- 5)** Equal Employment Assurance and Statement
- 6)** Proof of Insurance
- 7)** Acknowledgement of any addenda issued

The packet will be marked “ **Non-Price Proposal - Consultation Services for CDBG Grant Administration**”, (include respondent’s identification). Contents will be checked for all required submissions.

B. A sealed envelope will contain one copy of the price proposal and will be marked “**Price Proposal – Grant Administrative Services – CDBG Program Administration**” (include respondent’s identification)

PART III

SCOPE OF SERVICES

The successful respondent will work with and will receive the full support of the Town of Egremont through its Selectboard.

Respondents are asked to present a scope of services that will lead to successful implementation of the CDBG Grant and meet the following goals:

Follow and adhere closely to all DHCD policies and requirements, and all applicable federal and state statutes and regulations

Conduct all grant activities in a timely manner Ensure

that all work and materials are of good quality

Maintain good communications with the Town Administration as well as the sub-grantees, property owners and contractors

Work cooperatively with Town departments, such as the Office Administrator, Town Accountant and Collector/ Treasurer

Enable the Town to assume proper future monitoring of low/ moderate income eligibility and fair rents after the project is complete

Proposals must include a Scope of Services addressing the administrative requirements of the Town that incorporates all appropriate activities.

FORMS

The following blank forms are included in this part:

- ☐ Affidavit of Non-Collusion
- ☐ Revenue Enforcement and Protection Statement
- ☐ Certificate of Non-Segregated Facilities

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, Town, corporation, union, committee, club, or other organization, entity, or group of individuals

Signature

Typed name

Title

Name of Business

REVENUE ENFORCEMENT AND PROTECTION STATEMENT

“Pursuant to M.G.L., Chapter 62C, §29A, I hereby certify under the penalties of perjury that

_____, to my best knowledge and belief, has filed all Massachusetts tax returns and paid all Massachusetts taxes required under law.”

Social Security Number or FID:

Signature of Individual or Corporate Name

By:

Title:

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that it does not maintain or provide its employees any segregated facilities at any of their establishments, and that they do not permit employees to perform services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and Harbor facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the Equal Opportunity clause and those they will retain such certifications in their files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S. Code Section 1001.

Company Name: _____

Address: _____

Name & Title of Signatory: _____

Date: _____

PART V

EVALUATION CRITERIA

Proposals which fail to meet the minimum qualifications or which, in the judgment of the Town of Egremont fail to meet the requirements of the Request for Proposals or are incomplete, conditional, obscure, or contain errors or deletions, shall be rejected. All others will be reviewed according to the selection criteria. A short list will be developed, and those firms will be invited for an interview and presentation. The successful respondent will be selected from the short list. The fee will be negotiated with the first - choice respondent.

The Town's Chief Procurement Officer or his designee will utilize the following criteria in review of proposals, references and follow-up review:

MINIMUM QUALIFICATIONS

Each respondent shall indicate his/her agreement with each of the following questions.

To merit further consideration of a proposal by the Town, respondent must indicate "yes" and provide evidence, where appropriate, with each statement below:

1. Has the respondent conformed in all material respects to the submission requirements as set forth in the RFP?

_____ Yes _____ No
2. Does the respondent have a minimum of five years of successful experience in grant administration, including projects of similar scale and scope?

_____ Yes _____ No
3. Has the respondent completed previous CDBG grant projects on time without extensions or budget amendments?

_____ Yes _____ No

4. Does the respondent have experience overseeing successful housing rehabilitation programs?

_____ Yes _____ No

5. Does the respondent show evidence of suitable insurance coverage for the proposed services?

_____ Yes _____ No

SELECTION CRITERIA

All documents prepared for the project shall remain the property of the Town of Egremont subject to the specific requirements of the grant. Selection shall be subject to additional discussions and/or negotiations based on proposals received.

The following will be used to measure the relative merits of each proposal that has met the Minimum Qualifications, for each criterion:

Highly Advantageous - Proposal excels on specific criterion.

Advantageous - Proposal fully meets the evaluation standard that has been specified.

Not Advantageous - Proposal does not fully meet the evaluation standard, is incomplete or unclear, or both.

Unacceptable - Proposal does not meet the specification criterion.

Following the individual ranking for each of the individual comparative criterion, proposals shall receive a composite rating corresponding to the above-listed scale.

1. KEY STAFF AND THEIR QUALIFICATIONS, and SIMILAR EXPERIENCE

Proposals submitted should list key staff members to be assigned, provide a resume of their qualifications.

The Town places a premium on the experience of the firm in providing grant administration services for projects funded under the Massachusetts CDBG or similar program. In evaluating proposals, the Town will consider the experience of firm personnel in this area. Please describe your background and experience with CDBG or similar grant administration, a list of CDBG grants written and funded and provide the resumes of all personnel to be directly assigned to this project.

Please provide your background in administering Housing Rehabilitation programs. List the

programs that you have administered, the number of units or subsidies completed and if an extension was required. Please provide a list of any housing rehabilitation monitoring forms, program forms and manuals that you will use to oversee the program. Please list any and all audit findings that resulted from the administration of these programs.

Even if the firm itself has five years' similar experience, the Town shall find it unacceptable if project personnel possess less than three years of experience in CDBG or similar grant administration; three years experience shall be given the rating of not advantageous; more than three but less than five years of experience shall be given the rating of advantageous; more than five years of experience shall be given the rating of highly advantageous.

2. EVALUATION OF SCOPE OF SERVICES

The Town places a premium on the respondent's approach to the project and the ability to present a scope of services that complies with the goals listed in Part III. The narrative should be clear, concise and complete.

Proposals that address required items, but only in general or vague terms that do not adequately represent tasks to be performed will be given the rating of not advantageous. Proposals which address all required items in an adequate manner but are unclear in some respects which leave questions on the part of the Town as to key aspects of the manner in which tasks will be performed will be given the rating of advantageous. Proposals that excel in all respects in clearly and concisely addressing all required elements of the scope of services shall be given the rating of highly advantageous.

3. AVAILABILITY TO MEET WITH TOWN REPRESENTATIVES

The Town places a premium on its ability to have access to the Grant Administrator throughout the life of the project. Please describe your availability to meet or confer with the Town's designated representative for grant administration. The Town shall find it unacceptable if the respondent is unable to meet with the Town's designated representative. Usual availability for less than five (5) business days per week shall be given the rating of not advantageous; usual availability for five (5) business days per week but during limited hours shall be given the rating of advantageous; usual availability for five (5) business days per week during normal business hours shall be given the rating of highly advantageous.

4. CDBG or SIMILAR GRANT ADMINISTRATION CLIENTS

Proposals should list references for current and recently similar projects. Contact information should be supplied. Provide the dates for each project and whether an extension of time was requested and/or approved. The Town will follow up on as many references as possible. Experience and regular use of the grant administration software is also highly valued.

The Town places a premium on the number of successful projects that the respondent has undertaken which are similar to the Town's current project. Please provide a list of clients for which you currently provide CDBG or similar grant administration services, or for which you have completed projects within the past two-year period. More than three clients who consider your services satisfactory or better shall be given the rating of highly advantageous; three clients who consider your services satisfactory or better shall be given the rating of advantageous; three or more clients not all of whom consider your services satisfactory or better shall be given the rating of not advantageous; having fewer than three clients, or three or more clients who consider your services unsatisfactory shall be given the rating of unacceptable. Please provide the number of rehab units and/ or subsidies completed and if an extension was required. Please provide a list of any housing rehabilitation monitoring forms, program forms and manuals that you will use to oversee the program. Please list any and all audit findings that resulted from the administration of these programs.

Even if the firm itself has five years' similar experience, the Town shall find it unacceptable if project personnel possess less than three years of experience in CDBG or similar grant administration; three years experience shall be given the rating of not advantageous; more than three but less than five years of experience shall be given the rating of advantageous; more than five years of experience shall be given the rating of highly advantageous.

PART VI

FORMAT OF CONTRACT

AGREEMENT BY AND BETWEEN TOWN/CITY OF EGREMONT AND

THIS AGREEMENT, was made as of the _____ day of _____, 20__ by and between the Town of Egremont, Massachusetts (hereinafter referred as the MUNICIPALITY) and _____ hereinafter referred to as the CONSULTANT).

WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of Egremont, Massachusetts_ has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter "DHCD"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of housing rehabilitation (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG Grant Program objectives.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

ENGAGEMENT OF CONSULTANT: The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.

SCOPE OF SERVICES: The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of Egremont, which is incorporated by reference herein as Attachment A.

RESPONSIBILITY OF THE MUNICIPALITY : The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.

The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is Rae Ann Palmer. TELEPHONE 508 349-7004.

REPORTING: The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

REPORT: CDBG Quarterly Reports due on the 15th day of each new quarter through grant closeout DATE DUE: 15th day of each new quarter through grant close-out.

SUBCONTRACTS: No subcontracts may be awarded by the CONSULTANT the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the MUNICIPALITY and DHCD.

TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about _____, _____ and shall be undertaken and completed in sequence as to assure their expeditious completion.

All services required hereunder shall be completed by December 31, 2021__.

COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed _____ Dollars (\$ _____), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the Municipality and according to the "Method and Schedule of Compensation," found as Attachment B.

GENERAL PROVISIONS:

RETENTION OF RECORDS: The CONSULTANT shall maintain in accordance with 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

ACCESS TO RECORDS: The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY.

In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according to the "Method and Schedule of Compensation," Attachment B.

AMENDMENTS: This Agreement may be amended provided such amendment is in writing and executed by the signatories hereto, and receives approval from DHCD prior to its effective date.

NON-DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. The CONSULTANT shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by law.

PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in and Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The

CONSULTANT shall maintain records sufficient to detail the process for procurement.

EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 227.

LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

CONFLICT OF INTEREST: The CONSULTANT shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c.268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 etseq.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY's Grant Agreement with DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The CONSULTANT shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for the Mass. CDBG Program, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.

INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold the MUNICIPALITY harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the agents or employees.

LICENSES: The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.

CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66 section 10, regarding access to public records, M.G.L. c.93H, Security Breaches; Executive

Order No. 504, Regarding the Security and Confidentiality of Personal Information, and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

COPYRIGHT: No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the MUNICIPALITY or the CONSULTANT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the CONSULTANT will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: If the amount of the contract or subgrant exceeds \$150,000, the CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201): Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan must be issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter “SAM”), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The CONSULTANT certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

CLOSEOUT: The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass. CDBG.

CERTIFICATE OF TAX COMPLIANCE: Certificate of Tax Compliance must be completed and submitted as part of this Agreement.

SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF, the MUNICIPALITY and the CONSULTANT have executed this AGREEMENT under seal in triplicate as of the date above written.

Approvals and Signatures

By: TOWN OF EGREMONT :	By: CONSULTANT
Authorized Signatory Date	name Date
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
Town/City Accountant Date	Town Counsel/City Solicitor Date
<u>Approval of Contract as to Appropriate Procurement Method</u>	
Town/City Procurement Officer Date	

SCOPE OF SERVICES GRANT ADMINISTRATOR

The Grant Administrator shall perform the necessary administrative services as presented in the Town's FY 20 CDBG Application activity and RFP for grant administration. These services will include:

- grant start-up which includes RFP development and preparation of sub-grantees and administration contracts, completion of special conditions, environmental review, publication of legal notices, meetings with town staff including Board of Selectmen, accountant and treasurer, secure office and meeting space for sub-grantee, training of sub-grantee staff, review of all program regulations, marketing materials and documentation including applications, closing documents, deed restrictions, etc., review of grant bank accounts, request for release of funds, project start-up including initial procurement and initial set up of Intelligrants system
- Daily phone call(s) with sub-grantees to resolve program issues, client problems and construction questions. Weekly supervision meetings with sub-grantees to resolve issues and insure that program is on track. Monthly consultation with sub-grantees to include review of client matrix, oversight of all program activities, review and approval of all case files previous to closings and during construction, review of work write-ups, marketing, income qualification, beneficiary coordination, contractor selection, work inspection, and all other program implementation and follow-up issues
- Daily or weekly input to Intelligrants system
- Formal quarterly monitoring of sub-grantee to include review of all written materials and program files
- Coordination of quarterly reports
- Review and submission of any single case waivers or program amendments an extensions
- Monthly audit of program bank account
- Monthly drawdown, tracking of funds and preparation of warrant request for program funds

- Assistance with subordination agreements
- Coordination and representation in all funding source monitoring
- Participation in town audit of grant programs
- Completion of bid documentation, program procurement, hiring, and all other documentation required by the funding source or the Town
- Coordination with other housing agencies
- Coordination with other participating funding sources
- Oversight and implementation of grievance procedure
- Report to Board of Selectmen at least twice during the grant period
- Meeting with Board of Selectmen's representative monthly regarding program issues
- Meetings with local housing committees and housing authorities regarding program
- Completion and/or oversight of all other administrative and program issues
- Final close-out of program including all funding source requirements and final monitoring of program